



- Neil Wishinsky-  
Chairman
- Nancy A. Daly
- Benjamin J. Franco
- Nancy S. Heller
- Bernard W. Greene
- Melvin A. Kleckner –  
Town Administrator

## BOARD OF SELECTMEN

### CALENDAR FOR TUESDAY, JANUARY 12, 2016 SELECTMEN'S HEARING ROOM

1. **PROPOSED EXECUTIVE SESSION  
LITIGATION**

**6:00 P.M.** Executive Session for the purposes of discussing strategy with respect to litigation in the matter of "Gerald Alston v. the Town of Brookline, et al."

2. **SELECTMEN ANNOUNCEMENTS/UPDATES**

**7:00 P.M.** Selectmen to announce recent and/or upcoming events of community interest and report on activities related to carrying out the responsibilities of the Board.

3. **PUBLIC COMMENT**

Public Comment period for citizens who requested to speak to the Board regarding Town issues not on the Calendar. *Public Comment Guidelines, adopted by the Board in May 2007, and amended May 14, 2013, are that (1) up to 15 minutes at the beginning of each meeting may be open to the public for public comment. (2) Each speaker is limited to 3 minutes for comment. (3) Each speaker may comment once every four meetings on a different topic. (4) Members of the Board will not comment or respond, unless there is a question of clarification. (5) Speakers must notify the Selectmen's Office (617) 730-2211 by Friday to sign up for the next Tuesday's meeting so that we can schedule time.*

4. **MISCELLANEOUS**

Approval of miscellaneous items, licenses, vouchers, and contracts.

- A. Question of approving the minutes of January 5, 2016.
- B. Question of accepting a rebate in the amount of \$6,250 from National Grid for Energy Efficient Programs.
- C. Question of approving the following appropriation transfer within the Council on Aging budget:

From: Office Equip R&M                      \$ 720.00  
54152 522010

To: Bldg Maint supp                      \$ 720.00  
54153 532010

From: Office Equip Rent/Sales            \$ 163.00  
54152 523010

To: Office Supplies                      \$ 163.00  
54153 531012

From: Copy Service Contract            \$ 83.00  
54152 523012

To: Office Supplies                      \$ 83.00  
54153 531012

From: Parking Rent/Lease                \$ 980.00  
54152 523043

To: Office Supplies                      \$ 980.00  
541523 531012

From: Bldg Clean Services               \$1,351.00  
54152 523590

To: Office Supplies                      \$1,351.00  
54153 531012

- D. Question of taking the following actions in connection with the Town's Housing Production Plan:

- a. Question of accepting the Planning Assistance Toward Housing (PATH) Grant from the Massachusetts Department of Housing and Community Development in the amount of \$15,000.

- b. Question of approving the Housing Advisory

**Board's recommendation to commit an additional \$19,500 from the Brookline Housing Trust to fund a total balance of \$34,500 for the provision of specified consulting services relating to the production of a Housing Production Plan.**

- c. Question of approving and authorizing the Chairman to execute a contract with the Massachusetts Department of Housing and Community Development for Planning Assistance Toward Housing (PATH) Grant funds to be used for the creation of a Housing Production Plan.**
- d. Question of approving and authorizing the Chairman to execute a consultant agreement with RKG Associates, Inc., in collaboration with the Metropolitan Area Planning Council and JM Goldson, for the provision of specified consulting services relating to the production of a Housing Production Plan.**

**E. Question of accepting a rebate from Eversource Energy in the amount of \$91,970.50 relative to energy savings for retrofitting the existing High Pressure Sodium and Mercury vapor street light fixtures with LED fixtures.**

**F. Question of approving Extra Work Order #2 in the amount of \$4,500.00 for work to be completed by Tighe & Bond in connection with Contract No. PW/15-14 "Phase 1 Dam Inspection/Evaluation.**

**5. CALENDAR**

**Review and potential vote on Calendar Items**

**6. BOARDS AND COMMISSIONS - INTERVIEWS**

**The following candidates for appointment/reappointment to Boards and Commissions will appear for interview:**

**Advisory Council on Public Health  
Milly Krakow**

**Bottled Water Study Committee  
Patrick Kessock**

**Diversity Inclusion & Community Relations****Miriam Aschkenasuy****Sean Jaynes****7.****RIVER ROAD OVERLAY STUDY COMMITTEE****Question of establishing a River Road Overlay Study Committee and setting the Committee's Charge.**

*The Town of Brookline does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Individuals who need auxiliary aids for effective communication in programs and services of the Town of Brookline are invited to make their needs known to Robert Sneirson, Town of Brookline, 11 Pierce Street, Brookline, MA 02445. Telephone (617) 730-2328; TDD (617) 730-2327; or e-mail at [rsneirson@brooklinema.gov](mailto:rsneirson@brooklinema.gov)*



## **MINUTES**

### **BOARD OF SELECTMEN**

#### **IN BOARD OF SELECTMEN TUESDAY, JANUARY 5, 2016 6<sup>th</sup> FLOOR HEARING ROOM**

Present: Selectman Neil Wishinsky, Selectman Nancy Daly,  
Selectman Benjamin J. Franco, Selectman Nancy S.  
Heller, Selectman Bernard W. Greene

#### SELECTMEN ANNOUNCEMENTS/UPDATES

Selectmen to announce recent and/or upcoming events of community interest and report on activities related to carrying out the responsibilities of the Board.

#### PUBLIC COMMENT

*Members of the public will have an opportunity to comment on diversity issues involving the town. No advanced sign up will be required. A sign- up sheet will be available in the hearing room. Speakers will be asked to respect a 3 minute time limit.*

Chairman Wishinsky read the flowing statement:

This evening, this Board is providing those who wished to speak to us on behalf of Brookline Police Officers Estafanos Zerai-Misgun and Prentice Pilot at our last meeting the opportunity to do so. As I stated in an email that I sent to Town Meeting Members recently, on reflection, if I had it to do over again, I would have handled your requests to speak differently. I begin with a few comments:

In December 2014, Brookline Police Officers Zerai-Misgun, Pilot and a third Officer met with Police Chief O'Leary to report that Officer Zerai-Misgun had experienced a number of racially insensitive comments made by his co-workers. Chief O'Leary responded immediately to this report in a manner that he believed appropriately addressed the conduct that had been reported.

No further reports of discriminatory conduct were received by Chief O'Leary until one year

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later, on December 7, 2015, when Officer Pilot informed the Chief that a co-worker had used a racial slur in a conversation with him on December 4. Chief O'Leary responded immediately to this report by initiating a prompt internal investigation and referring the matter for formal review under the Town's Policy against Discrimination and Retaliation, along with the recommendation that the matter be investigated by an outside, independent investigator. In addition, he instructed all members of the Department that discriminatory conduct will not be tolerated. In the meantime, this Board is obligated under law and Town policy to ensure that a fair and impartial investigation of reports such as this are conducted. An independent investigation of Officer Pilot's report, and the recent allegations made by Officer Zerai -Misgun is now underway.

In response to the Officers' concerns about their safety, Chief O'Leary has provided me with assurances of their safety, and both Officers have been informed by him that if they should encounter any future discriminatory or retaliatory conduct at work, prompt action will be taken. I am confident in Chief O'Leary's commitment and ability to ensure these Officers' safety at work and today am unaware of any basis upon which we should think otherwise.

My own message to Officer Zerai-Misgun and Officer Pilot is this: I am grateful for the work that you have done on the Town's behalf, and you are valued members of our Police Department. We sincerely hope that you will return to work, with the understanding and belief that your Chief, this Board, and this Town fully support you.

I believe that most of you in the audience this evening have come forward because you are sincerely concerned about the welfare of these Officers. My message to you is that this Board shares your concerns, and will ensure that these Officers' reports of their experiences at work are thoroughly and appropriately addressed.

I speak for each of my colleagues in stating that we are all committed to social justice and believe strongly that discriminatory conduct in Town employment is unacceptable. It is our intent to insure that decisions in these and all other employment matters are just, fair and fact based. However, in a just and fair world, we cannot rely on just one version of the facts. We are rightly beholden to the laws of this Commonwealth, including the provisions of civil service and employment law.

I want to state categorically that all individuals involved in these matters will be afforded due process, and appropriate standards of fairness and privacy will be respected. Should the incidents leading to these reports be substantiated, appropriate discipline for those who are responsible will be imposed, and prompt action will be taken to address any necessary changes in the workplace. To be absolutely clear, there will be no tolerance for discrimination or related retaliation against any employee of the Brookline Police Department on the basis of race or other protected class or characteristic.

I urge you tonight to consider, before formulating and delivering your comments that there is information that we have been unable to share with the public to date. We are here tonight as your elected public officials who have chosen to serve as essentially volunteers out of good will

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for the Town, for all of its employees and for all of you. A number of the pertinent department heads are also here tonight to listen to what you have to say. They have worked very hard to address the concerns raised by these police officers and by Firefighter Alston previously and I can assure you they strongly share your values and concerns, and are committed to continuing to do so. You may not fully know what they have done. For tonight, I ask simply, that you consider what you may NOT know. Ask yourself if you are stating a conclusion about the facts or a public official's intent? What is the data that underlies it? Is it possible that your conclusion would be different if you had more complete access to information?

Finally, I want to be clear about what isn't going to happen tonight. We are dealing with personnel matters and are constrained about what we are allowed to say publicly by law and policy. We are also constrained by the lawsuit that has been filed against the Town and some of us in federal court. Some of us have been named individually in that lawsuit, and counsel has cautioned us against speaking publicly about matters that pertain to the lawsuit. We will not be making any decisions tonight about these personnel matters; instead, we will be listening to you.

Brookline has a long history and tradition of civil public discourse. I have been involved in Brookline Town government for the past 16 years, and have seen many controversial issues discussed and debated with dignity and respect. I ask that you continue this tradition this evening.

1. Bob Miller, Copley Street, a 35 year resident and teacher in the Brookline School System and a TMM #8, said that for years he has heard talk about racism in Brookline. He has met with Officer Z, tonight, and has known Officer Pilot for many years. Officer Pilot has worked with students and received their trust and is a person they can get help from. This is an important issue, an issue that can destroy the town. He urged the Board of Selectmen to take the strongest possible action that racism cannot and will not be tolerated in Brookline.
2. Merelice, White Place, TMM#6 said that we can't afford to stop listening and learning from those who know best what goes on in their daily life, it is possible to change and create a movement based on love. We need to be proactive not reactive. People feel that they cannot go public with their stories because they may become plaintiffs in a lawsuit. There is no avenue where their grievances can be addressed. The U.S. has a long history of affirmative action for whites. This is the tip of the iceberg in Brookline.
3. Pat Bartels, Walcott Rd, has children that went through the Brookline School System. Ms. Bartels passed along a picture of her son's wedding; the groomsmen were a diverse group from all over the world. She is proud that her children grew up here and have a close, diverse group of friends. She moved to Brookline because she believed it was a caring and liberal community. She is saddened that these officers have been discredited and dishonored and hopes that the Town will be more thoughtful in their hiring practices.

4. Frank Powdermiker, St. Paul St., said that is an opportunity to support the victims. It is not the easiest choice but right thing to do is to support them. There has been confirmation within the Police Department of blatant racism in the BPD. These officers fear retaliation, and minorities have been aware of this for years. Just stop by Brookline's traffic court and notice the number of minorities; the profiling in this town an eye opener.
5. Leslie Epps, Washington St., said that she has the only African American owned business in Brookline, and she works with disadvantage youth. She was a school nurse in Brookline and subjected of racism. The police have targeted her son, she has filed complaints, and they have disappeared. She referred to an incident at the Martin Luther King event where she appointed herself as the MC, and since then the police have targeted her. Ms. Epps has invested 19 years in Brookline and will not be moved.
6. Lynda Roseman, Ackers Ave, TMM#14 said she is heartsick over the allegations made by these officers. Whatever the outcome may be, Chief O'Leary must implement mandatory training on racial tolerance, there must be zero tolerance for racist behavior. Not one person in this room knows the whole story. Due process is required and must be respected; these officers need to be dealt with respect.
7. Djems Domerson, Irving St, is a teacher at Runkle School, and came to Brookline in search of a better place. Growing up in Miami he received constant harassment and racial profiling, being pulled over weekly. He served as a Police Officer in the Air force. His family benefits from living near High Street because people look like them. It is difficult being an African American male; you always have to prove something. To address Officers of color, when they don't feel safe on the job, that is disturbing.
8. Shifra Freewoman, Longwood Ave, said that she went into Leslie Epps shop and spent \$5, and was treated like gold. It breaks her hear that she has been mistreated. Every black person she knows has had encounters with the BPD. She does not have lot of faith in this body; the Brookline Firefighter did not get any justice. Committees, discussions are nice words but there is no clear action.
9. Arthur Conquests, Tappan St. asked what kind of political system can be so evil and inhuman as what was done to done to Black firefighter Gerald Alston simply because he spoke out about a racial slur by a supervisor. The political system is corrupt. Every Selectman was once an Advisory Committee member appointed by the Moderator. Minorities cannot get on important boards and commissions that would lead to a Selectmen position. The Citizen Complaint Review Committee was also corrupt. A third political force and change is needed to determine who is elected to the BOS.



10. Ed Loechler, Beals St. TMM#8 is a mathematician and said that the town's hiring practices need better data and better data management. The data is not readily available or in a not in clear and consistent format. A report in 2004 showed there were 316 elementary teachers in Brookline; in 2006 182 lost 184 teachers in two years. No one bothered to analysis or cared about the data. There is a need for a target to guide the hiring practices; it is not enough to assume good faith gestures. Follow the math to establish informal targets for a diverse workforce.
11. Lee Smith a former Brookline Officer acknowledged Ms. Epps incidents with getting parking tickets. He relayed a story about his supervisor chewing him out for giving his friend a parking ticket, and was shown the "policy "of fixing a ticket. He also spoke about a diversity training he attended where the other officers where disrespectful to the teacher and the materials. He said that a lot of these officers are friends and grew up together. He had a tough time working in Brookline; eventually the Board of Selectmen got rid of him.
12. Dan Arroyo, Runsen Rd, and a Steps to Success teacher addressed the situation of the last BOS meeting, adding the question here tonight is not about racism, we all have prejudices. The Board of Selectmen are volunteers working many hours, we don't need volunteers we need people to help us with this issue, and leadership. Understanding there is due process, but he would like it mapped out so it can be easily followed with more transparency.
13. Estifanos Zerai-Misgun, Brookline Police Officer (Officer Z) said that as the officer involved he had spoken to the Chief at the onset of the incident. The Chief he gave me his assurance a year ago. He then attended a recent diversity meeting, nothing has changed. Two days before Christmas his pay was stopped. There was no investigation, no one has contacted me. Two white firefighters were recently given paid leave, now there are two black police officers and no pay. The Chief has failed me, now you (BOS) are failing me today.
14. Prentice Pilot, Carlton St, Brookline Police Officer said that he understands there is a process, but finds it interesting that after a year he again went to the Chief and talked about the racial incidents that took place, there has been no contact from human resources or anyone else. A year later the Chief had a preliminary investigation, said it was done and I was to return to work. A week later before the diversity meeting, the committee expressed concerns about the issue, and requested Selectman Greene to say something, he did not. Referring to a recent survey that relays there are no major issues relating to race within the workforce; there are more than one minority not happy with the leadership. This is not just about Officer Z and I it is about all of us.

15. Ronald Wilkerson, Francis St., First Parish in Brookline said he grew up in New York City and had family members on that police force. He has had no problems with the police, but is concerned about the investigation, and what people of color say about their experience and those in charge can't make an objective decision. It is a he said, she said situation, a racist can't be taken at their word. He recognizes the difficulty, but the citizens will not tolerate racism.
16. Ginger Melton, Irving St., said that being in an interracial marriage she was happy to live in Brookline for its diversity and liberalism. However, she sees racism in the Lincoln School in how the administrators treat kids of color in the halls vs. the white kids. She has worked in interpersonal conflict training at a large company where everyone denounced racism; we are all unintentionally racists, but are we going to be the people that change society?
17. Abram Chipman, St. Paul St., psychologist, said that he thinks Brookline's racism is not better or worse, we have different ways of coping with it. Brookline has a good educational system, libraries, etc. Bigotry is not being looked at; it is being covered over with refinement and false liberalism. We are in denial. Stop denying and admit that this is a destructive disease. The BPD must adopt a policy of zero tolerance.
18. Shantal Salvi, a former employee of the Brookline School system, with children in the school system said that while working at the Steps to Success 2001-2004, he was leaving the Lincoln School standing next to his car; an unmarked police car stopped him and questioned him, asking for identification. After review the officer stated that he had fit a description of someone he was looking for. He filed a complaint that went through the internal affairs process; nothing came of it. If you add all these things together you can see it is not just a few bad apples, it is institutionalized and systemic racism. He is concerned about his son's safety; he may not be as safe as the other children in this room. If this organization can't address this, they need to go.
19. David Klafter, Winthrop Rd., TMM#12, said that he had started hearing from friends, people of color about driving while black in Brookline. I did not have any problem, and did not give it the importance I should have. As a TMM I started to pay attention to what was going on. The Town is very good at setting up committees and poor at coming up with solutions. Discussions have focused on the town's employment and the fact there are zero minorities in Department Head positions. It is said that it has been studied; it is complicated and hard to recruit people. It is not hard to solve problems when you decide to do so. If you admit you have a problem, you have to solve it and do some uncomfortable shake ups in the town. This is happening in towns all across the country.
20. Linda Cutting, Westbourne Terr., addressed the last meeting and the courage to admit the

mistake of walking out of us. She said Officer Pilot is a friend of mine, and she is here for her kids; her 6 year old daughter was affronted by a large white man at Fenway Park saying you don't belong here, calling her an adopted racial kid. These officers don't feel safe to return to work because of coming out with their complaints. The Selectmen have the power to give these officers paid leave while the investigation is going on. Officer Pilot has helped my son feel safe and respected, she is a grateful parent and would like help for these officers through this difficult time.

21. Kea der Ziel, Wolcott Rd., TMM#15 member of the Diversity, Inclusion and Community Relations Commission said that there will be a statement coming, she does not have much more to add, and encouraged the Board to look at the big picture and not find fault in the little picture. There are two issues, the officer's security on the job, and racism, especially towards men of color.
22. Rogelio Rodas, High St., said he had worked at a local sandwich shop and knows a lot of Brookline Police Officers, and that he is originally from Guatemala, is fair skinned with a Hispanic name. He has 4 boys in the Brookline school system. Two of them were assaulted by white older man, he filed a report, and three months went by and nothing has been done. When the bridge was being torn down near High Street he was assaulted verbally and physically by an officer, he filed a report, three months later nothing was done, something has to change not because black or white but because it makes human sense.
23. Juana Baez, Brookline, said she was excited to live in Brookline so her son can attend school here. She spoke about an incident that happened to her right after she had a baby involving the Brookline Police Department. Her boyfriend was helping out carrying groceries, at that time his car was being towed. The police were called by both her boyfriend and the tow truck operator. During the incident she was asked for her passport and identification. The police said that she was yelling at the tow truck operator and broke his window; this is not true. She is now scared to call the Brookline Police Department and she not feel safe for her children.
24. Scott Murphy , Brookline encouraged the audience to address the school committee members as well, and asked why Brookline students did not attend a session in Wisconsin, the Steps to Success program dropped the ball. When we speak out, we are retaliated against.
25. Dr. Savyon Cohen, referring to the earlier comment made by Ms. Baez said that when Ms. Baez spoke in Spanish to her boyfriend, the police told her not to talk in Spanish, her boyfriend was cuffed and taken away., and shortly after that there was a visit from DSS, the worker told her that they only problem is the color of her skin in Brookline, and

closed the book. She hopes that there will be a quick process, understanding the value of confidentiality etc., but asked that the officers are not forgotten. The Board could have prevented the Chief from going to Officer Z's home with a notice, with a phone call.

26. Gabriela Kroszynski, St. Paul St., a mother of three and PTO Chair at the Devotion School said she thought Brookline was the best place in the world with its diverse community. She was unaware that this was happening and shocked to hear these stories. She thanked the two officers for coming out and letting all of us aware that this issue is out there, and asked how the officers can go back to work if they do not feel safe.
27. Mariela Ames, Brookline, TMM#15 and member of the former Human Relations Commission abolished by the Selectmen with the blessing of Town Meeting said that they have heard about racist incidents and are tired of investigations, independent reviews, commissions and committees, and they are demanding action. They are also waiting to hear about the report on diversity, it is time to clean house.
28. Fred Levitan, Beacon St. said that he supports the officers here tonight, racism is a terrible thing, but this is an attempt to convict the town by stories that many believe the administration is ignoring. There cannot be a clean sweep without a proper investigation. Brookline is very fortunate to have Chief O'Leary, he is an honorable man, and it sickens me that the Chief can never find an officer responsible for wrong doing. The Selectmen are volunteers and deserve respect, if you don't like what they do, don't vote for them, get involved yourself and see if you can do a better job.
29. Martha Gray, Brookline TMM#11 said they have heard enough stories and instances. What needs to be done before we are willing to dismantle the white privilege and make a plan that protects all of our people? These two officers have the courage to come out; if we really wanted to answer these problems it can be done. She recalled an incident where her son was out with a group of friends, and the police asked him what he was doing there, and made him turn around and recite the number of his house.
30. Alex Coleman, Brookline, Chair of the Commission of Diversity, Inclusion and Community Relations said that for the past year, the commission has been trying to move forward both internally with the Selectmen and Town Administrator, Department Heads, Town Council among others, they are making some progress. He read a Statement from the Commission for Diversity, Inclusion, and Community Relations. (attached).
31. Andrew Leong, Marion Terr., said that there is a collective problem, the words of two black men cannot be trusted when there are words from two white men, and the white man always has the favor. Why would these two black men risk their jobs, they should be on paid administrative leave. He said he is sick and tired of more studies and diversity

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training, etc. He was a diversity trainer 25 years ago, when a black officer told him about all the racist things happening on this force, this is nothing new but a different regime and a different Chief. He acknowledged the courage of these two officers.

32. Marty Rosenthal, Columbia Rd., gave a brief history going back to 1987 when there were hearings on racial profiling, and there were some awful circumstances going on. Brookline did an extensive report and provided recommendations. It took two chiefs and ten years before Chief O'Leary implemented driver profiling training, and Brookline was the first in the State to do so. Maybe it was not enough but he has tried. Brookline Police Department has been awarded the prestigious civil rights award, and was the highest ranking police department in the country on the study of transparency of police departments. He feels there is no better Police Chief in Massachusetts. There are issues everywhere and Brookline has tried to deal with them.

33. Cruz Sanabria spoke about a number of years ago at a Vietnam Veteran's event, President Nixon tried to throw us all in jail, the Supreme Court overruled him, and in this case here nobody will overrule you (BOS). He spoke about an incident with his neighbors where a woman pushed him and placed barrels in front of his car. At some point the police were called after an incident with a bicycle, and the neighbor told the police that he almost hit her with the door. Then Officer Hill told him not to worry, nothing will come of it. Two weeks later he received a letter to appear or else he could face five years in prison. As it turns out, that was dismissed. This was one of the worse things he has ever had to go through. He asked why charges were not brought against the other tenants, was it because he is Puerto Rican and was on the diversity committee, it is unfair.

#### MISCELLANEOUS

Question of approving the minutes of December 22, 2015.

On motion it was,

Voted to approve the minutes of December 22, 2015 as amended.

Aye: Neil Wishinsky, Nancy Daly, Benjamin J. Franco, Nancy Heller, Bernard Greene

#### DONATION

Question of accepting a donation in the amount of \$100.00 from Christopher Dippel and Christine Santos to be used in connection with the Town Hall Walls program.

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Assistant Town Administrator Austin Faison stated that Christopher Dippel and Christine Santos have made a generous donation to support the Town Hall Walls art program.

On motion it was,

Voted to accept a donation in the amount of \$100.00 from Christopher Dippel and Christine Santos to be used in connection with the Town Hall Walls program.

Aye: Neil Wishinsky, Nancy Daly, Benjamin J. Franco, Nancy Heller, Bernard Greene

#### ALTERNATE MANAGER

Question of approving the application of Koto Japanese, Inc., d/b/a Osaka Japanese Restaurant holder of an All Kinds of Alcoholic Beverages License as a Common Victualler at 14 Green Street for the appointment of Dinghui Lin as an Alternate Manager.

Selectman Daly noted that the report indicated the fingerprint check has not been processed. This will be a condition of the license.

On motion it was,

Voted to approve the application of Koto Japanese, Inc., d/b/a Osaka Japanese Restaurant holder of an All Kinds of Alcoholic Beverages License as a Common Victualler at 14 Green Street for the appointment of Dinghui Lin as an Alternate Manager.

\* with the condition that the fingerprint check has a favorable result.

Aye: Neil Wishinsky, Nancy Daly, Benjamin J. Franco, Nancy Heller, Bernard Greene

#### TEMPORARY WINE & MALT BEVERAGES LICENSE

Question of granting a temporary Wine & Malt beverages license to Pine Manor College in connection with Banquet to be held February 11, 2016 from 5:30pm-9:30pm at 400 Heath Street. (This event was originally scheduled/approved for January 13, 2016.

On motion it was,

Voted to grant a temporary Wine & Malt beverages license to Pine Manor College in connection with Banquet to be held February 11, 2016 from 5:30pm-9:30pm at 400 Heath Street. (This event was originally scheduled/approved for January 13, 2016.

Aye: Neil Wishinsky, Nancy Daly, Benjamin J. Franco, Nancy Heller, Bernard Greene

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RMD HOST COMMUNITY AGREEMENT

Question of approving and executing a Host Community Agreement with New England Treatment Access, Inc., in connection with the Registered Marijuana Dispensary to be located at 160 Washington Street.

Town Administrator Mel Kleckner stated that opening of a Registered Marijuana Dispensary creates and uncertainty and anxiety in a community. Despite the medical benefits that cannabis may provide, the siting of a medical marijuana dispensary in Massachusetts creates uncertainty and anxiety for cities and towns. In addition, the law authorizing the sale of medical marijuana mandates that companies operating dispensaries be non-profit entities; with this in mind, cities and towns who are hosts of a dispensary or a grow facility had an expectation that a formal agreement would ensue between the dispensary and the municipality that would provide financial benefits and guarantee that proceeds from the sale of cannabis would be properly expended on appropriate charitable and community purposes. I tasked the town's finance director, Stephen Cirillo with the responsibility of surveying other cities and towns and negotiating an agreement that would meet the town's goals.

Finance Director Stephen Cirillo gave a review of the financial agreement. The agreement states that commencing in 2016, the company shall make gift payments to the Brookline Community Foundation, as the Town's Primary Grant Recipient, matching the annual amounts to the town according to the payment schedules specified in the agreement. Mr. Cirillo noted that the Brookline Community Foundation is a well-run organization that supports the community in numerous ways; he thanked everyone that work hard to bring this agreement to fruition.

The Board thanked Mr. Cirillo for his hard work in this and other financial agreements.

Executive Director of the Brookline Community Foundation (BCF) Jenny Amory stated that they are honored to be the recipient of this agreement. The Brookline Community Foundation shines a spotlight on community needs, inspires philanthropy and awards strategic grants to build a more vibrant,

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engaged and equitable Brookline. We envision a diverse and vibrant Brookline, where an ethic of philanthropy, equity, volunteerism and civic engagement ensures that everyone's basic needs for social services, education and housing are met, the arts flourish, and the environment thrives. Since 1999 has given over 5 million dollars to local Brookline non-profits. A recent study on poverty in Brookline showed that poverty is on the rise, and is often invisible. Should the Board approve this agreement, the funds will be used to set up and endowed fund focused on health and wellness. This includes nutritional support for seniors and food cost associated with the public housing Brookline food pantry.

Attorney Bob Allen representing NETA, added that they are found to be the best, and best funded organization of this kind in the commonwealth. We are all glad that they went through this process, while included NETA complying with the regulations of a non-profit organization. NETA acknowledges the Brookline Community Foundation is an organization they want to support.

Selectman Greene added that this business will draw significant resources from the public safety divisions, and this agreement, though it is not a PILOT agreement, (payment in lieu of taxes) the funds will offset some of those costs.

On motion it was,

Voted to approve and execute a Host Community Agreement with New England Treatment Access, Inc., in connection with the Registered Marijuana Dispensary to be located at 160 Washington Street.

Aye: Neil Wishinsky, Nancy Daly, Benjamin J. Franco, Nancy Heller, Bernard Greene

#### ANNUAL TOWN MEETING/ELECTION

Question of setting the dates for the Annual Town Meeting and Town Election.

Deputy Town Administrator Melissa Goff reviewed the upcoming Town Meeting Schedule as follows.

February 11, 2016 Opening of the Warrant.

March 10, 2016 Closing of the Warrant.

May 3, 2016 Town Election.

TOWN MEETING. May 24, May 26, May 31  
(if necessary) June 2,(if necessary).

On motion it was,

Voted to set the dates for the Annual Town Meeting and Town Election as presented.

Aye: Neil Wishinsky, Nancy Daly, Benjamin J. Franco, Nancy Heller, Bernard Greene



In Board of Selectmen  
Tuesday, January 5, 2016  
Page 13 of 13

There being no further business, the Chair adjourned the meeting at 9:40 p.m.

ATTEST

DRAFT





# **TOWN of BROOKLINE**

*Massachusetts*

## **BUILDING DEPARTMENT**

Charles A. Simmons  
Director of Public Buildings

December 29, 2015

TO: Board of Selectmen

FROM: Charles A. Simmons *CAS*  
Director of Public Buildings

SUBJECT: National Grid Rebate

---

Recently, the Town received \$6,250 as part of our energy rebate from National Grid.

I am requesting that this money be placed in the account to be used for energy efficient programs. That account number is 2500SP19 482010 – National Grid Grant.

Thank you for your consideration.



**nationalgrid**

**Thank you for participating in the Mass Save Commercial High Efficiency Gas Equipment Rebate Program sponsored by National Grid!**

We can help you make smart choices by managing your energy costs, enhancing the value of your home or business, and protecting our planet. For more information, please visit [www.MassSave.com](http://www.MassSave.com).

Mass Save® is an initiative sponsored by Massachusetts' gas and electric utilities and energy efficiency service providers. The Sponsors of Mass Save® work closely with the Massachusetts Department of Energy Resources to provide a wide range of services, incentives, trainings, and information promoting energy efficiency to help residents and businesses manage energy use and related costs.

REMOVE DOCUMENT ALONG THIS PERFORATION

THIS DOCUMENT IS PRINTED IN TWO COLORS. DO NOT ACCEPT UNLESS BLUE AND GREEN ARE PRESENT.

**nationalgrid**

VGQ2324657 76 249839

Citizens Alliance Bank  
Lake Lillian Branch  
Clara City MN 56222  
Account No. 739462

75-1131  
919

Check No.

249839

Check Date: 12-16-2015

Expiration Date: 03-15-2016

**PAY EXACTLY \$6,250.00**

SIX TWO FIVE ZERO DOLLARS

\$6,250.00

TO THE ORDER OF TOWN OF BROOKLINE

*Jan B. Dole*

⑈00249839⑈ ⑆091911315⑆ 739462⑈

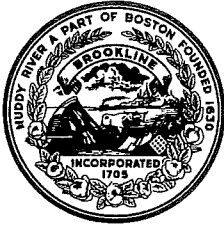
**Sonia Wong**

---

**From:** Ruthann Dobek  
**Sent:** Thursday, January 07, 2016 10:19 AM  
**To:** Patty Parks  
**Cc:** Melvin Kleckner  
**Subject:** BOS calendar

Patty,  
The Council on Aging is requesting an appropriation transfer of \$3,297 be placed on next week's Board of Selectmen's agenda. Sonia will deliver the forms and memo today.  
Happy New Year!

Ruthann Dobek, LICSW  
Director  
Brookline Council on Aging/Brookline Senior Center  
93 Winchester Street  
Brookline, MA 02446  
617-730-2756



**TOWN OF BROOKLINE**  
*Massachusetts*

**Council on Aging**

**RUTHANN DOBEK, LICSW**  
**DIRECTOR**  
RDobek@brookline.ma.gov

**At Brookline Senior Center**

93 Winchester Street  
Brookline, MA 02446  
617-730-2756  
Fax: 617-730-2761  
[www.townofbrooklinemass.com](http://www.townofbrooklinemass.com)

To: Board of Selectmen

From: Ruthann Dobek

RE: Appropriation Transfer

Date: January 7, 2016

The Council on Aging is requesting an appropriation transfer totaling \$3,297 from services to supplies (see form for detail). This request is necessary due to the need for additional funds in office supplies (\$2,577) and building maintenance supplies (\$720). The Council on Aging needed to replace a heavy duty printer. We have also seen a greater usage of printer toner and copier paper that need replenishing. In addition, the building maintenance account needs additional funds to cover the increased order of paper goods and light bulbs required for the Senior Center.

Thank you for your attention to this matter. The Council on Aging is available to provide further detail as requested.

## TOWN OF BROOKLINE

## REQUEST FOR APPROPRIATION TRANSFER

Date: January 7, 2016

To the Board of Selectmen:

Authority is hereby requested for permission to make the following transfer(s) within the appropriation for the Council on Aging

Department Name

	ORG #	ORG NAME	OBJECT #	OBJ NAME	AMOUNT
<b>From:</b>	54152	COA O/S SERVICES	522010	OFFICE EQUIP R&M	\$720
<b>To:</b>	54153	COA SUPPLIES	532010	BUILDING MAINTENANCE SUPP	\$720
<b>From:</b>	54152	COA O/S SERVICES	523010	OFFICE EQUIP RENTALS/LEASE	\$163
<b>To:</b>	54153	COA SUPPLIES	531012	OFFICE SUPPLIES	\$163
<b>From:</b>	54152	COA O/S SERVICES	523012	PHOTOCOPY SERVICE CONTRACT	\$83
<b>To:</b>	54153	COA SUPPLIES	531012	OFFICE SUPPLIES	\$83
<b>From:</b>	54152	COA O/S SERVICES	523043	PARKING RENTALS/LEASES	\$980
<b>To:</b>	54153	COA SUPPLIES	531012	OFFICE SUPPLIES	\$980
<b>From:</b>	54152	COA O/S SERVICES	523590	BUILDING CLEANING SERVICES	\$1,351
<b>To:</b>	54153	COA SUPPLIES	531012	OFFICE SUPPLIES	\$1,351

\_\_\_\_\_  
DEPARTMENT HEAD

**NOTE: IN ADDITION TO SELECTMEN APPROVAL, THE FOLLOWING TRANSFERS REQUIRE ADVISORY COMMITTEE APPROVAL:**

*(1) From Capital (5A); (2) To Personnel (51); (3) Building Dept Transfers of more than \$10,000 to or from Repairs to Public Buildings (522400); (4) From the Parks & Open Space Division to any other division of DPW; and (5) From the Snow & Ice budget to any other division of DPW.*

\_\_\_\_\_  
BOARD OF SELECTMEN







# *Town of Brookline*

## *Massachusetts*

**Department of Planning and  
Community Development**

Town Hall, 3<sup>rd</sup> Floor  
333 Washington Street  
Brookline, MA 02445-6899  
(617) 730-2130 Fax (617) 730-2442

**Alison Steinfeld  
Director**

TO: Board of Selectmen

FROM: Joe Viola

DATE: 1/6/16

SUBJECT: Housing Production Plan

---

As the Board will recall, at your July 14, 2015 meeting you voted to authorize the Department of Planning and Community Development to 1) submit an application to the Massachusetts Department of Housing and Community Development (DHCD) for a PATH (Planning Assistance Toward Housing) Grant and 2) to issue a Request for Proposals to engage consultants with experience in creating Housing Production Plans.

Since that time, a working group of representatives from the Housing Advisory Board, Planning Board and the Department of Planning and Community Development collaborated to create an RFP that was issued this past September. The same working group, acting as a Selection Committee, reviewed RFP responses, interviewed consultants and chose a consultant team to facilitate the HPP process.

This past November, the Town was notified by DHCD that its PATH application was approved and that the Town would receive the maximum award of \$15,000. The award letter notes that PATH funds will be used as a funding source toward consultant costs to assist the Town with the preparation of a Housing Production Plan (HPP). The Housing Advisory Board discussed the PATH Grant and HPP consultant selection at its November meeting and took the following vote for the Board's consideration:

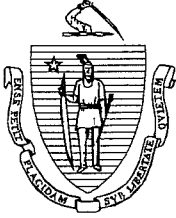
VOTED to recommend that the Board of Selectmen:

1. Accept the Planning Assistance Toward Housing (PATH) Grant from the Massachusetts Department of Housing and Community Development in the amount of \$15,000, and
2. Commit an additional \$19,500 from the Brookline Housing Trust to fund a total balance of \$34,500 in order for the Town to enter into a consulting agreement with RKG Associates, Inc., in collaboration with the Metropolitan Area Planning Council and JM Goldson, for the provision of specified consulting services relating to the production of a Housing Production Plan pursuant to MGL CH40B.

## D. - 2

In keeping with the HAB's recommendation, we ask that the Board take the following votes this evening:

1. To accept the Planning Assistance Toward Housing (PATH) Grant from the Massachusetts Department of Housing and Community Development in the amount of \$15,000
2. To approve the Housing Advisory Board's recommendation to commit an additional \$19,500 from the Brookline Housing Trust to fund a total balance of \$34,500 for the provision of specified consulting services relating to the production of a Housing Production Plan
3. To approve and authorize the Chairman to execute a contract between the Massachusetts Department of Housing and Community Development and the Town of Brookline for Planning Assistance Toward Housing (PATH) Grant funds to be used for the creation of a Housing Production Plan
4. To approve and authorize the Chairman to execute a consulting agreement with RKG Associates, Inc., in collaboration with the Metropolitan Area Planning Council and JM Goldson, for the provision of specified consulting services relating to the production of a Housing Production Plan



Commonwealth of Massachusetts  
**DEPARTMENT OF HOUSING &  
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Chrystal Kornegay, Undersecretary

November 13, 2015

Mr. Joseph Viola  
Director of Community Development  
Town of Brookline  
333 Washington Street  
Brookline, MA 02445

**RE: FY 2016 Town of Brookline PATH Contract**

Dear Viola:

Enclosed please find two (2) contract packages for the above-mentioned FY 2016 PATH Contract. Please review and have your authorized signatory execute the two attached copies of the Standard Contract Form, the two (2) Signature Verification Forms, the two (2) Contractor Authorized Signatory Listing Forms (make sure to complete the boxes in the middle of the page), and the two (2) Contractor Proof of Authentication of Signature Forms and the Terms and Conditions.

Please return both complete, executed contract packages to

*Julissa Tavaréz, Contract Manager, DCS/DHCD  
100 Cambridge Street, Suite 300, Boston, MA 02114.*

A copy for your files will be mailed to you after execution by DHCD.

We look forward to working with your agency on the implementation of this contract. Please do not hesitate to contact Phil DeMartino, at 617-573-1357 if you have any questions.

Sincerely,

  
Julissa Tavaréz  
Contract Manager  
DCS/DHCD

JT/fmg

Enclosures

s:\wp\tavaréz\master contract documents\path\brookline fy16 path letter to execute contract.docx

**D. - 4**  
**FY 2016 Attachment A**  
**Additional Terms and Conditions**

**CONTRACTOR:** Town of Brookline, Massachusetts  
**PROGRAM:** Planning Assistance Toward Housing (PATH)  
**PROJECT TITLE:** Creation of Housing Production Plan (HPP)

**A. CONTRACT**

The *COMMONWEALTH TERMS AND CONDITIONS* signed by Contractor, the *COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM*, including this Attachment A and Exhibits 1 (Payment Request Form) and 2, (Planning Assistance Toward Housing Application Matrix”) and any program memoranda which may be issued from time to time by the Department, are referred to, collectively, as the Contract.

**B. OBJECTIVE**

The Town of Brookline, Massachusetts (the Contractor) shall use the funds awarded pursuant to the Planning Assistance Toward Housing (PATH) project to create it's Housing Production Plan pursuant to 760 CMR 56 03 (4).

**C. SCOPE OF SERVICES AND SCHEDULE**

1. All the activities that are necessary for the project to be implemented and completed must be accomplished between the Contract execution date and June 30, 2016.
2. The Contractor shall carry out all Contract activities in conformance with all applicable federal and state laws, including without limitation, statutes, rules, regulations, administrative and executive orders, ordinances, and codes, as they may from time to time be issued or amended.
3. The Contractor shall designate an employee as the Contract Manager to administer this Contract and will hire an independent contractor (the Consultant) to provide consulting services as outlined below. The Contractor shall be responsible for ensuring that the Consultant completes all consulting services and tasks outlined herein.
4. The Consultant shall assist the Contractor by performing the following tasks:
  - Conduct a comprehensive needs assessment;
  - Formulate affordable housing goals;
  - Develop implementation strategies;
  - Prepare and present the Housing Production Plan pursuant to 760 CMR 56 03 at a public meeting of the Board of Selectman.

**D. REPORTING RELATIONSHIPS**

## **D. - 5**

1. The Contractor must submit periodic reports to the Department during grant implementation on progress made in completing grant funded activities, in a timeframe specified by the Department.
2. The Contractor shall report to the Department in all matters pertaining to this Contract. The Contractor shall make available to the Department or to an auditor approved by the Department such material information regarding the Contractor's activities as may be requested by the Department.
3. Upon the termination or expiration of this Contract, the Contractor shall cooperate with all reporting, records, and audit requirements. The Contractor shall allow representatives of the Department access to all of its books and records pertaining to this Contract.

## **E. FINAL REPORT**

1. The Consultant shall prepare and submit a Final Report to the Contractor that includes the results achieved with respect to the Objective of this Contract.
2. The Final Report will be presented to the Contractor and submitted to the Department by June 30, 2016.
3. At the conclusion of grant funded activities, the Contractor must submit to the Department a closing letter signed by the municipal CEO stating the further steps that the Contractor has planned to encourage housing production downtown and in the residential neighborhoods that surround the downtown and other village centers within a three year period.
4. The Final Report shall be reproducible. All materials produced during the project may be used by other municipalities and governmental subdivisions without additional charges except for photocopying and mailing costs and may not be copyrighted by the Contractor or Consultant.

## **F. ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR**

1. Pursuant to Executive Order No. 504, the Contractor certifies that the Contractor has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Contract, that the Contractor shall communicate these provisions to and enforce them against its subcontractors, and that the Contractor shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access as part of this Contract, from unauthorized access, destruction use, modification, disclosure or loss.
2. The Contractor shall deliver to the Department, within 14 days of a written request by the Department following termination of this Contract, such personal data relating to this Contract as the Department may request; provided, that the Contractor may keep copies of any personal data delivered to the Department; and provided further, that for the purposes of this sentence, the term, "personal data", shall not include the Contractor's personnel records.

3. The Contractor certifies its understanding of the Department's Fraud, Waste and Abuse Prevention Policy and Fraud, Waste and Abuse Reporting Procedure, which are available for review on the Department's website. The Contractor certifies its understanding of the Department's policy of zero tolerance for fraud.

**G. CONFLICTS OF INTEREST**

Unless designated by the Contractor as a "Special Municipal Employee," the Consultant is considered a "Municipal Employee" subject to the State Ethics Law, M.G.L. Ch. 268A. The Contractor shall provide the Consultant with a copy of M.G.L. Ch. 268A and the Consultant shall file an acknowledgement of receipt with the City Clerk of the Contractor.

**H. COMPENSATION AND PAYMENT**

1. Total funding shall be subject to the limits contained in the attachment entitled "Planning Assistance Toward Housing Application Matrix" and the terms of this Contract and any subsequent amendments. All funding is subject to the provisions of the Commonwealth Terms and Conditions.
2. Upon satisfactory completion of work under this Contract, the Consultant shall submit an invoice to the Contractor stating the number of hours worked and other charges, as appropriate, to accomplish the Scope of Services.
3. Upon satisfactory completion of the work under this Contract, the Contractor shall submit to the Department for payment the invoice of the Consultant accompanied by:
  - a. A letter requesting the payment of the Consultant's invoice; and
  - b. A Payment Request Form, attached hereto as Exhibit 1.

## PLANNING ASSISTANCE TOWARD HOUSING APPLICATION MATRIX

<b>Town: Brookline</b>							
<b>Project Name: Housing Production Plan</b>							
<b>Prepared by: Joseph Viola, Assistant Director for Community Planning</b>							
<i>Tasks</i>	<i>Principal in charge</i>	<i>Senior Architect</i>	<i>Senior Planner</i>	<i>Visualization Specialist</i>	<i>Deliverables Reproduction</i>	<i>Hours Fees</i>	
<b>Task 1: Conduct a Comprehensive Needs Assessment</b>							
Review consolidated Plan FY16-20						5	
Review HOME Housing Needs Assessment						5	
Review Analysis of Impediments to Fair Housing						5	
Review Comprehensive Plan 2005-2015 & 2005 Housing Planned Production Schedule						20	
Review Census Data--Demographics & Projections						10	
Develop Written Needs Analysis						20	
Sub-Total Hours:						65	
Total Task Fee:						\$9,750	
<b>Task 2: Formulate Affordable Housing Goals</b>						20	
Sub-Total Hours:						20	
Total Task Fee:						\$3,000	

PLANNING ASSISTANCE TOWARD HOUSING APPLICATION MATRIX

D. - 8

<b>Town: Brookline</b>							
<b>Project Name: Housing Production Plan</b>							
<b>Prepared by: Joseph Viola, Assistant Director for Community Planning</b>							
<b>Tasks</b>	<b>Principal in charge</b>	<b>Senior Architect</b>	<b>Senior Planner</b>	<b>Visualization Specialist</b>	<b>Deliverables Reproduction</b>	<b>Hours Fees</b>	
<b>Task 3: Develop Implementation Strategies</b>							
Develop criteria to identify sites suitable for development of affordable housing including public meeting						20	
Provide Update at Board of Selectmen's Meeting						7	
Identify and examine sites that meet established criteria - minimum of 2 public meetings						35	
Identify other strategies including rezoning, overlays, mixed-use developments, 40R, 40S, other						15	
Prepare timeline for housing production to meet goals and present to public meeting; present findings for discussion at public meeting						25	
Further refine findings based on public comment						10	
Sub-Total Hours:						112	
Total Task Fee:					\$750	\$17,550	
<b>Task 4: Prepare and present the Housing Production Plan at a public meeting of the Board of Selectmen</b>							
Production of written final plan for submission to DHCD						15	
Presentation						10	



## PLANNING ASSISTANCE TOWARD HOUSING APPLICATION MATRIX

Town: Brookline						
Project Name: Housing Production Plan						
Prepared by: Joseph Viola, Assistant Director for Community Planning						
Tasks	Principal in charge	Senior Architect	Senior Planner	Visualization Specialist	Deliverables Reproduction	Hours Fees
Sub-Total Hours:					25	
Total Task Fee:					\$750	\$4,500
Task 5:						
Sub-Total Hours:						
Total Task Fee:						
Task 6:						

PLANNING ASSISTANCE TOWARD HOUSING APPLICATION MATRIX

Town: Brookline							
Project Name: Housing Production Plan							
Prepared by: Joseph Viola, Assistant Director for Community Planning							
Tasks	Principal in charge	Senior Architect	Senior Planner	Visualization Specialist	Deliverables Reproduction	Hours Fees	
Sub-Total Hours:							
Total Task Fee:							
Task 7:							
Sub-Total Hours:							
Total Task Fee:							
Task 8:							

PLANNING ASSISTANCE TOWARD HOUSING APPLICATION MATRIX

<b>Town: Brookline</b>							
<b>Project Name: Housing Production Plan</b>							
<b>Prepared by: Joseph Viola, Assistant Director for Community Planning</b>							
<b>Tasks</b>		<b>Principal in charge</b>	<b>Senior Architect</b>	<b>Senior Planner</b>	<b>Visualization Specialist</b>	<b>Deliverables Reproduction</b>	<b>Hours Fees</b>
Sub-Total Hours:							
Total Task Fee:							
Total Project Hours:							222
Total Project Fee:						\$1,200	\$34,500

## Payment Request Document - Input Form

## The Commonwealth of Massachusetts

OCD PYOCD 0000

## HEADER

Action: N or M

Department of Housing and Community Development

VENDOR

Vendor Name and Address

Document Name:

Record Date:

Budget FY:

Fiscal Year:

Period:

Doc. Description:

Doc Total:

Disbursement Options

Sched. Payment Date:

Single Payment:

Handling Code:

Vendor Cust. # VC

Vendor's Certification:  
I certify that the goods were shipped or the service  
rendered as set forth below.

X

(Please sign in ink)

## COMMODITY

Commodity Code:

Line Type:

Contract Amount:

Service From:

Service To:

## Reference

Comm. Ref. Code:

Comm. Ref. Dept.: OCD

Comm. Ref. ID

OCD

0000

Comm. Reference VL:

Comm. Reference CL:

Ref. Type Partial

## Invoice Information

Vendor Invoice #:

Vendor Invoice Line : 1

Vendor Invoice Date:

## ACCOUNTING

Event Type:

Budget FY:

Fiscal Year:

Period:

Line/Check Description:

Line Amount

Ref Acct. Line

Ref Type: Partial

## FUND ACCOUNTING

Fund:

Sub Fund:

Department: OCD

Unit:

Approp Unit #:

Object:

Detail Accounting

Program:

Program Period:

TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS  
I hereby certify under the penalties of perjury that all laws of the Commonwealth of Massachusetts governing disbursements of public funds and the regulations  
thereof have been complied with and observed.

Prepared by:

Title

Date

Approved by:

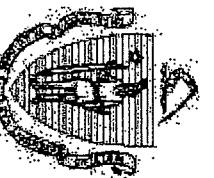
Title

Date

Entered by:

Title

Date



# COMMONWEALTH OF MASSACHUSETTS

## CONTRACTOR AUTHORIZED SIGNATORY LISTING



**CONTRACTOR LEGAL NAME:** Town of Brookline, MA  
**CONTRACTOR VENDOR/CUSTOMER CODE:** VC600019738

**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

**NOTICE:** *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Neil Wishinsky	Chair, Brookline Board of Selectmen

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Date:

\_\_\_\_\_  
Signature

Title: Chairman

Telephone: 617.730.2200

Fax:

Email: [nwishinsky@brooklinema.gov](mailto:nwishinsky@brooklinema.gov)

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**AGREEMENT FOR PROFESSIONAL SERVICES**

between

**TOWN OF BROOKLINE  
333 Washington Street  
Brookline, Massachusetts 02445**

and

**RKG ASSOCIATES, INC.**

for the

**Preparation of  
A Housing Production Plan  
for  
The Town of Brookline**

THIS **AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the **Town of Brookline**, hereinafter called "TOWN", and **RKG ASSOCIATES, INC.**, hereinafter called "CONSULTANT," for the preparation of The Housing Production Plan for the Town of Brookline, hereafter called "PROJECT".

WITNESSETH for the considerations hereinafter set forth, the parties hereto agree as follows:

**ARTICLE 1 - ENGAGEMENT OF CONSULTANT**

- 1.1 TOWN hereby engages CONSULTANT and CONSULTANT hereby accepts the engagement to provide professional services relative to producing a Housing Production Plan, the standards and procedures for which are established by 760 CMR 56.00 of the Commonwealth of Massachusetts.

**ARTICLE 2 - SERVICES OF THE CONSULTANT**

- 2.1 CONSULTANT will perform professional consulting services for the PROJECT, as more completely described in Attachment A—Project Scope and Work Plan.
- 2.2 CONSULTANT will serve as TOWN'S professional consultant for the PROJECT to which this AGREEMENT applies and will consult with and advise TOWN during the performance of services provided under this AGREEMENT.

## **D. - 15**

- 2.4 CONSULTANT shall exercise the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality (Standard of Care). Consistent with this Standard of Care, the services shall conform to applicable laws, codes, by-laws and regulations of any governmental agency having jurisdiction over the PROJECT at the time services are rendered.
- 2.5 Consistent with the Standard of Care referenced above, CONSULTANT shall be responsible for the professional and technical accuracy and the coordination of designs, drawings, specifications, estimates and all other services to be provided under this AGREEMENT, including those of sub-consultants and/or sub-contractors of CONSULTANT. TOWN shall be responsible for the professional and technical accuracy of GIS information, and other mapping and documentation provided to CONSULTANT under this AGREEMENT.
- 2.6 The CONSULTANT, including its sub-consultants and sub-contractors, shall provide services under this AGREEMENT in accordance with applicable laws, guidelines, standards and regulations of pertinent federal, state and local governmental authorities, including but in no way limited to M.G.L. c. 40B and 760 CMR 56.00.

### **ARTICLE 3 - RESPONSIBILITIES OF TOWN**

The TOWN, at no cost to CONSULTANT, will:

- 3.1 Provide CONSULTANT with all available information in its possession pertinent to the PROJECT, as mutually agreed by the parties.
- 3.2 Provide access to and make all provisions for CONSULTANT to enter upon public land and assist CONSULTANT in gaining access to private lands, if necessary, subject to the authorization of the private property owner(s), as required for CONSULTANT to provide the services under this AGREEMENT.
- 3.3 Designate a person to act as TOWN'S representative with respect to the services to be provided under this AGREEMENT.

### **ARTICLE 4 - COMPENSATION and PAYMENT**

- 4.1 For the services performed under this AGREEMENT as outlined in Attachment A, TOWN will pay CONSULTANT on a time-charge plus expense basis, monthly as charges accrue, as shown in the Fee which is included in Attachment B—Budget.
- 4.2 The fee for the Scope of Services described in Attachment A and as detailed upon in the TOWN's RFP shall not exceed **\$34,500**. In the event of any conflicts between these documents, Attachment A shall supersede.
- 4.3 Payment to CONSULTANT shall be made within thirty (30) days after receipt of an acceptable invoice. If TOWN objects to all or part of any invoice submitted by CONSULTANT, TOWN shall so advise CONSULTANT in writing, giving reasons therefore, within fourteen (14) calendar days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable and payable by TOWN.

- 4.4 Invoice payments must be kept current for services to continue. If TOWN fails to pay any invoice due to CONSULTANT within 45 days of the date of invoice, CONSULTANT may, without waiving any other claim or right against TOWN, suspend services under this AGREEMENT until CONSULTANT has been paid in full all amounts due CONSULTANT and/or any of its sub-consultants and sub-contractors.
- 4.5 The acceptance of final payment by the CONSULTANT shall constitute a waiver of all claims by the CONSULTANT arising under this AGREEMENT.

**ARTICLE 5 – SUB-CONSULTANTS and SUB-CONTRACTORS**

- 5.1 It is expressly agreed that the following firms shall serve as sub-consultants or sub-contractors to CONSULTANT, as expanded upon in CONSULTANT'S Proposal for Housing Production Plan Services dated September 17, 2015: Metropolitan Area Planning Council and JM Goldson.
- 5.2 CONSULTANT shall not engage any other sub-consultants or sub-contractors to assist in the performance of this PROJECT without the express written authorization of the Director of Planning and Community Development, acting on behalf of TOWN.
- 5.3 CONSULTANT shall be responsible for compensating its sub-consultants or sub-contractors for services rendered under this AGREEMENT.

**ARTICLE 6 - TIME OF COMPLETION**

- 6.1 The work to be performed under this AGREEMENT shall commence upon receipt of an executed copy of this AGREEMENT. CONSULTANT will perform services under this AGREEMENT as expeditiously as is consistent with professional skill and care and the orderly progress of work.
- 6.2 Unforeseen project delays beyond the control of CONSULTANT may result in an adjustment to the indicated schedule. Should such conditions arise or be anticipated to arise, CONSULTANT will notify TOWN in writing as soon as possible.

**ARTICLE 7 - INDEMNIFICATION AND INSURANCE**

- 7.1 TOWN and CONSULTANT shall at all times indemnify and save harmless each other and their officers, employees, and sub-consultants/sub-contractors on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries and/or property losses sustained by or alleged to have been sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its officers employees and sub-contractors/sub-consultants in connection with the PROJECT, and/or under this AGREEMENT.
- 7.2 Nothing herein contained shall be construed to obligate CONSULTANT to prepare for or appear in litigation on behalf of TOWN, except in consideration of additional compensation to be mutually agreed upon by the parties.
- 7.3 CONSULTANT shall carry insurance in the following types and limits:



Workman's Compensation	Statutory Limits
Employer's Liability	\$1,000,000
Comprehensive General Liability:	
Personal Injury	All \$1,000,000 each occurrence,
Bodily Injury	\$2,000,000 aggregate
Property Damage	
Comprehensive Automobile Liability Insurance:	
Combined Single Limit	\$1,000,000
Professional Liability	\$1,000,000 per claim and in the aggregate

Insurance policies shall expressly name the Town of Brookline as an additional insured.

- 7.4 Certificates of Insurance are attached hereto as Attachment C—Certificates of Insurance.

#### **ARTICLE 8 - TERMINATION OF AGREEMENT**

- 8.1 Termination for Cause: If, through any cause, CONSULTANT fails to fulfill in a timely manner the obligations under this AGREEMENT, or if CONSULTANT violates any of the provisions of this AGREEMENT, TOWN shall thereupon have the right to terminate this AGREEMENT by written notice to CONSULTANT of such termination specifying the effective date thereof at least five (5) days before the effective date of such termination. Cause shall also include, but not be limited to, dissolution, termination of existence, insolvency, appointment of receiver, commencement of any proceeding under any bankruptcy or insolvency laws by or against CONSULTANT. If the AGREEMENT is terminated by TOWN as provided herein, CONSULTANT will be paid for services satisfactorily performed as of the date of notice is received, less payment for compensation previously made.
- 8.2 Termination for Convenience: Either party may terminate this AGREEMENT at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. If the AGREEMENT is terminated by either party, CONSULTANT will be paid for services satisfactorily performed as of the date of notice is given or received, less payments of compensation previously made.
- 8.3 Documents: In either of the foregoing events, all work (including data and draft work products) prepared by the CONSULTANT under this AGREEMENT shall be provided to TOWN, and CONSULTANT shall be entitled to receive just and equitable compensation for services provided under this AGREEMENT.

#### **ARTICLE 9 - OWNERSHIP OF DOCUMENTS**

- 9.1 Upon completion of services, five (5) hard copies of finished documents in addition to other data and work products as specified by the scope of this AGREEMENT shall be furnished by CONSULTANT to TOWN. Final documents prepared by CONSULTANT shall become the property of TOWN upon receipt of payment by CONSULTANT. Any reuse of such documents without CONSULTANT'S written verification of suitability for the specific purpose intended shall

be without liability or legal exposure to CONSULTANT or CONSULTANT'S independent professional associates, sub-contractors or sub-consultants.

- 9.2 If any information hereunder is provided in electronic format, TOWN recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including final reports and presentations ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to TOWN for informational purposes only and not as record documents.

#### **ARTICLE 10 - AUTHORIZATION TO BEGIN WORK**

- 10.1 Execution of this AGREEMENT shall be considered as Notice to Proceed.

#### **ARTICLE 11 – TOWN-FURNISHED INFORMATION**

- 11.1 TOWN shall provide CONSULTANT with all available PROJECT-related technical data within its possession. The CONSULTANT will rely upon the accuracy of TOWN-furnished information in connection with the performance of services.

#### **ARTICLE 12 – ASSIGNABILITY**

- 12.1 Neither party to this AGREEMENT shall assign any interest in this AGREEMENT, nor transfer any interest in same (whether by assignment or notation), without the prior written consent of the other party.

#### **ARTICLE 13 - LIMITATION OF LIABILITY**

- 13.1 TOWN hereby agrees that to the fullest extent permitted by law, CONSULTANT'S total liability to TOWN and any persons or entities claiming by, through or under TOWN, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the PROJECT and/or this AGREEMENT from any cause or causes including, but not limited to CONSULTANT'S negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the liability limits specified in Article 7.

#### **ARTICLE 14 - NON-DISCRIMINATION**

- 14.1 The Consultant will comply with the provisions of Chapter 151B, as amended, of the General Laws of Massachusetts relative to non-discrimination which are incorporated herein by reference and made a part of this Agreement.
- 14.2 In the performance of work under this Agreement, the Consultant shall not discriminate in employment practices or in the selection or retention of Sub-Consultants or in the procurement of materials or rental of equipment on the grounds of race, color, religion,

gender identity or gender expression, or national origin, or on the grounds of age or sex except when age or sex is a bona fide occupational qualification.

The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice advising the said labor union or workers' representative of the Consultant's commitments under this section, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

- 14.3 In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract and for the procurement of materials and equipment, each potential Sub-Consultant or supplier shall be notified in writing by the Consultant of the Consultant's obligations under this Agreement relative to non-discrimination on grounds of race, color, religion, gender identity or gender expression, national origin, age or sex, and his obligations to pursue an affirmative course of action as required by paragraph 14.4.
- 14.4 The Consultant will pursue an affirmative course of action as required by affirmative action guidelines adopted by the Human Relations Commission in effect on the effective date of the Agreement, or when calls for proposals are made, whichever is sooner, which are herein incorporated by reference, attached hereto, and made a part of this Agreement and to the nature and size of his work force, to insure that applicants are sought and employed, and that employees are treated, during their employment, without regard to their race, color, gender identity or gender expression, national origin or ancestry, or religion. No changes in affirmative action guidelines hereinafter adopted by the Commission shall be effective with respect to Agreements already in effect, without the express written consent of the Consultant.
- 14.5 In the event the Consultant fails to comply with the foregoing non-discrimination provisions of this Agreement, the Contracting agency of the Town, upon advice and counsel of the Human Relations Commission, shall impose such Agreement sanctions as it may determine to be appropriate, including but not limited to:
  - (1) withholding of payment due the Consultant under this Agreement until the Consultant complies, and/or
  - (2) cancellation, termination or suspension of this Agreement, in whole or in part.

For the purposes of this section the Contracting agency of the Town shall accept as proof of noncompliance with the provisions of subsection 14.1, only final orders or decisions of the Massachusetts Commission Against Discrimination.

- 14.6 The provisions of this section shall be deemed supplementary to, and not in lieu of, or in substitution for, the provisions of Massachusetts Law relating to non-discrimination, and other applicable Federal, State or Town law, by-law, rule, regulation and directive relative thereto. In the event of a conflict between the provisions of this section and, where inserted or incorporated in this Agreement, an applicable state or federal law, rule, regulation or directive, the conflicting provisions of the latter shall control.

**ARTICLE 15 - JURISDICTION**

15.1 This AGREEMENT shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. Any claims arising out of this contract shall be adjudicated in Norfolk County, if a state claim, and in the Massachusetts Federal District Court, Boston, if a federal claim.

IN WITNESS WHEREOF, the said CONSULTANT has caused these presents to be signed by: Craig R. Seymour, its President thereto duly authorized, and the said TOWN executed these presents by its Board of Selectmen, acting for said TOWN, and not individually, and without incurring any individual liability, on the year and day above written.

**TOWN OF BROOKLINE**

Board of Selectmen

By: \_\_\_\_\_

Chairman

**CONSULTANT**

RKG Associates, Inc.

By: \_\_\_\_\_

President

Chief Procurement Officer:

\_\_\_\_\_

Comptroller:

\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

Town Counsel

**AFFIDAVIT**

State of Massachusetts

Date: \_\_\_\_\_, 2016

County of \_\_\_\_\_

The undersigned being duly sworn, deposes and say that he is the \_\_\_\_\_  
\_\_\_\_\_(Sole owner; partner; president; treasurer; or other duly  
authorized official of a corporation) of RKG Associates, Inc. for Contract in the Town of Brookline on  
January \_\_\_\_\_, 2016 and certifies that of his own knowledge, said bidder has not, either  
directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any  
action in restraint of free competitive bidding in connection with such contract.

\_\_\_\_\_  
Signature of person making affidavit

Corporate Seal

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016:

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Notary Seal

**Tax Compliance Certification**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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Signature of person submitting bid or proposal

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Name of business

**Attachment A**

**PROJECT SCOPE AND WORK PLAN**

**I. Conduct a Comprehensive Housing Needs Assessment and Market Analysis**

**A. Mobilization**

1. The Consultant will attend a kickoff meeting with representatives of the Housing Advisory Board (HAB), the Planning Board (PB), and Town staff ("Steering Committee") and participate in a tour of town.
2. The Consultant will prepare for and attend a meeting with the Board of Selectmen to provide a "public kickoff", including an overview of the HPP and the advantages and opportunities it can provide for the Town, the approach and methodology the Consultant will follow in order to develop the HPP, and the project schedule; and to respond to questions from the Selectmen and others. Ideally, this meeting will be a joint meeting of the Selectmen and Planning Board because both bodies will need to approve the plan before it can be submitted to DHCD. (Meeting #1)

**B. Housing Needs Assessment**

1. The Consultant will review and evaluate existing plans, including the following to be provided by the Planning Department
  - a. Consolidated Plan FY16-FY20
  - b. HOME Housing Needs Assessment
  - c. Analysis of Impediments to Fair Housing Choice
  - d. Comprehensive Plan 2005-2015
  - e. 2005 Housing Planned Production Schedule
  - f. Census Update
2. The Consultant will conduct one day of interviews (individual and small group) at Town Hall with a variety of stakeholders identified and referred by the Planning Department. "Stakeholders" should include people with knowledge of Brookline's housing market, proponents and opponents of affordable housing, agencies and organizations that provide housing services to a variety of populations (families, senior citizens, people with disabilities, etc.), and developers with current or recent housing development experience in Brookline.
3. The Consultant will independently gather and analyze data to document local housing conditions and define submarket boundaries.
4. The Consultant will identify affordable housing barriers and opportunities.
5. The Consultant will prepare a Housing Needs Assessment and Market Analysis discussion document for review and comment by the Steering Committee. The issues analysis will

focus on not only statistical indicators of housing need, but also regulatory, physical, infrastructure, and capacity impediments that have to be accounted for in developing housing plan strategies and recommendations.

Deliverables: presentation and meeting materials for Meeting #1; Housing Needs Assessment and Market Analysis Discussion Document (in a form suitable for posting on Town's website);

Schedule: Task I to be completed approximately 6 weeks from execution of the contract; allowance of two-week local review period for the discussion document.

## **II. Affordable Housing Goals**

### **A. Affordable Housing Goals**

1. Based on the Needs Assessment and DHCD's Housing Production Plan certification requirements, the Consultant will draft numeric goals (number of units) and qualitative goals (types of housing, populations in need, etc.)
2. The Consultant will generate a draft discussion document for review and comment by the Steering Committee.
3. The Consultant will conduct an afternoon of stakeholder interviews and/or focus group meetings to further refine the draft goals.
4. The Consultant will report initial findings and recommendations to the Steering Committee and refine the discussion document as necessary.

### **B. Facilitate a public meeting hosted by the Steering Committee (Meeting #2)**

1. Update, inform and educate the public about process to date related to Needs Assessment
2. Discuss formulation of affordable housing goals based on Steering Committee input, interviews and/or focus group meetings
3. Solicit input relative to affordable housing goals
4. Refine affordable housing goals based on HAB, PB, and public input and incorporate those goals into the discussion document.

Deliverables: Housing Needs Assessment and Market Analysis Discussion Document (in a form suitable for posting on Town's website); presentation and meeting materials for Meeting #2.

Schedule: Task II to be completed approximately 10 to 12 weeks from execution of the contract.

## **III. Implementation Strategies - Action Plan**

### **A. Site Suitability Criteria**

1. The Consultant will meet with Steering Committee to discuss initial site selection criteria proposed by Consultant, to be expanded upon and modified by Steering Committee
2. Establish a prioritized range of site selection criteria
3. Conduct an afternoon of stakeholder interviews and/or focus group meetings to further refine site selection criteria
4. Report initial findings and recommendations to the Steering Committee; refine criteria and prioritization as necessary



**B. Facilitate a public meeting hosted by the Steering Committee (Meeting #3)**

1. Update, inform and educate the public about process to date related to Needs Assessment and Housing Goals
2. Discuss formulation of site suitability criteria based on Steering Committee input, interviews and/or focus group meetings
3. Solicit public input about site suitability criteria
4. Refine criteria based on PB, HAB and public input

**C. Identification and Prioritization of Suitable Sites**

1. Apply refined criteria to identify comprehensive list of both privately and Town-owned sites in order to determine suitability for affordable and mixed-income housing development
2. Conduct stakeholder interviews and/or focus group meetings to further refine site selection
3. Report recommendations to the Steering Committee

**D. Facilitate a public meeting hosted by the Steering Committee (Meeting #4)**

1. Present comprehensive list of both privately and Town-owned sites that would be suitable for affordable and mixed-income housing development, based on previously agreed upon suitability criteria
2. Review prioritization of sites based on previously agreed-upon selection criteria
3. Discuss relative advantages and disadvantages of each site
4. Solicit public input

**E. Identify, examine and recommend strategies to encourage the production of affordable housing on identified sites, including but not limited to:**

1. Guide "friendly" Chapter 40B and/or LIP developments to suitable sites
2. Identify alternative strategies to produce affordable housing, e.g., rezoning, overlays, Chapter 40R, mixed-use developments, investment of public resources (Town subsidy) in preferred housing developments, etc.
3. Report recommendations to the Steering Committee

**F. Facilitate a public meeting hosted by the Steering Committee (Meeting #5)**

1. Present recommendations to the public
2. Solicit public input

**Deliverables:** Draft and revised discussion documents as described under Task III; public presentation and meeting materials; draft letter of approval signature by for Board of Selectmen and Planning Board.

**Schedule:** Approximately 19 weeks from execution of the contract.

**IV. Develop the Housing Production Plan**

- A. Prepare the Housing Production Plan
- B. Present the Housing Production Plan at a public meeting of the Board of Selectmen and Planning Board (both boards required to approve DHCD Submittal)
  - 1. Recap process, proposed site selection criteria and recommended sites
  - 2. Respond to questions
  - 3. Assist the Steering Committee in seeking joint approval of the HPP

Deliverables: Final Housing Production Plan including letter of approval for execution by Board of Selectmen and Planning Board in both electronic and hard-copy format; final presentation.

Schedule: Approximately 22 weeks from execution of the contract.

**Attachment B**

**BUDGET**

I.	Conduct a Comprehensive Housing Needs Assessment and Market Analysis	\$11,500
II.	Affordable Housing Goals	\$ 4,000
III.	Implementation Strategies—Action Plan	\$ 16,500
IV.	Develop the Housing Production Plan	<u>\$ 2,500</u>
<b>TOTAL</b>		<b>\$34,500</b>

**Attachment C**

**CERTIFICATES OF INSURANCE**



TOWN OF BROOKLINE  
*Massachusetts*

DEPARTMENT OF PUBLIC WORKS  
Engineering & Transportation Division

Andrew M. Pappastergion  
Commissioner  
Peter M. Ditto, PE  
Director

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Interoffice Memorandum

To: Board of Selectmen

From: Peter M. Ditto

Date: January 7, 2016

Re: Rebate from Eversource Energy

cc: Mel Kleckner, Town Administrator  
Andrew Pappastergion, Commissioner of Public Works

This memo is a request that the Board of Selectmen accept a rebate from Eversource Energy in the amount of \$91,970.50 relative to energy savings from retrofitting the existing High Pressure Sodium and Mercury vapor street light fixtures with LED fixtures. This rebate is made possible through Eversource Energy Municipal Program.

This rebate represents reimbursement for the installation of 804 LED fixtures. There are approximately 3600 street lights in the Town, hence, this rebate is 22% +/- of what the Town might expect to realize at the completion of this project.

The latest invoice from Eversource Energy reflects the reduction in energy consumption for the month of November. Consumption was reduced by 35,874 KWh which translates to a savings of \$5,191.47 and a 15.5% reduction in consumption.


**NSTAR**  
ELECTRIC

 One NSTAR Way - SW360  
Westwood, MA 02090  
Tel: 781-441-8592/Fax: 781-441-8721  
www.nstar.com

**Municipal Program**  
2015

**Customer Information**

 Facility Name: BROOKLINE Street Lights Phone: 617-264-6464  
 Contact Person: Peter Ditto, PE Fax: \_\_\_\_\_  
 Facility Address: various street locations - see DPRS City: Brookline, MA Zip: 02445  
 Mailing Address (if different): 333 Washington Street City: Brookline, MA Zip: 02445  
 Account Number (or copy of NSTAR bill): 2676-6271006/2676-6281005 Federal ID#: \_\_\_\_\_  
 Contact Email Address: \_\_\_\_\_ Square Footage of Facility: \_\_\_\_\_

**Primary Use**
☐ Elementary School ☐ Middle School ☐ High School ☐ University/College ☐ Health Facility ☐ Warehouse ☐ Multi-family  
☐ Office ☒ Other: Street Lighting
**End Use**
☒ Lighting ☐ HVAC ☐ Motor ☐ Process ☐ Refrigeration ☐ Compressed Air  
☐ Drives on HVAC ☐ Comprehensive Design ☐ Comprehensive Chiller ☐ Energy Management System ☐ Other \_\_\_\_\_

**Payment Method**
☒ Check (Please circle one: Incorporated, Not Incorporated, Exempt) ☐ Account Credit  
☐ Check to installer (Must be registered with NSTAR) Company name: \_\_\_\_\_

**Vendor Information**

 Vendor: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Financing Option**

Total Cost: \$ \_\_\_\_\_ NSTAR Contribution: \$ \_\_\_\_\_ Customer Contribution: \$ \_\_\_\_\_

Would you like to finance your portion of the project cost? If so, please note that you will receive a separate monthly bill for your financed portion in addition to your regular monthly electric bill.

☒ No, I will pay the Contractor directly in full.  
☐ Yes, I would like to finance my portion of the project cost.

☐ 12 months at \$ \_\_\_\_\_ per month  
☐ \_\_\_\_\_ months\* at \$ \_\_\_\_\_ per month

 Bill to: ☐ Electric bill address ☐ Mailing address above

\*NSTAR will finance projects up to 24 months, based on project eligibility.

**Project Description**

 Retrofit of existing High Pressure Sodium & Mercury Vapor street light fixtures to LED  
 (see attached Energy Savings, Cut Sheets, and Pricing files)

**Customer Acknowledgement**

 Expected completion date: June 30, 2015

Pre-Installation - I certify that all statements made in this application are correct to the best of my knowledge and that I have read and agree to the Terms and Conditions on the back of the form.

 Signature: Peter M. Ditto Name (print): Peter Ditto, PE Date: 11/16/15

Post-Installation - I certify that I have seen the ECMs that have been installed and I am satisfied with their installation.

 Signature: Peter M. Ditto Name (print): Peter Ditto, PE Date: 11/16/15

**TERMS AND CONDITIONS**

1. **Customer Eligibility.** The Program is available to all non-residential customers in the service territory of either Boston Edison Company, Commonwealth Electric Company or Cambridge Electric Light Company (individually, "the Company") that contribute to the energy conservation fund.
2. **Rebates.** Subject to these Terms and Conditions ("T&Cs"), the Company will pay rebates to eligible Customers for the installation of those electric conservation measures ("ECMs") described within this work-sheet and site-specific custom measures that are approved by the Company.
3. **Program Changes, Suspension & Cancellation.** The Program and these T&Cs may be changed by the Company at any time without notice. Pre-approved applications will be processed to completion under the T&Cs in effect at the time of the pre-approval by the Company. Submission of a completed application does not entitle the Customer to program participation. Entitlement to program participation can only occur after the Company has signed a copy of the application and granted pre-approval.
4. **Customer Application and Analysis.** The Company reserves the right to reject or modify any calculations of energy saving potential of the proposed ECMs, based on the Company's own analysis.
5. **Pre-Approval and Pre-Installation.** Survey The Company is not bound to pay any rebates unless the Company pre-approves the ECMs proposed by the Customer and completes a satisfactory pre-installation survey of the Customer's facilities. The Company reserves complete discretion to approve or disapprove any proposed ECMs.
6. **Authorization.** The Company will have no obligation to pay rebates for any ECMs installed prior to the issuance of the Company's written authorization.
7. **Limited Scope of Review.** Review of design and inspection of installations by the Company is limited solely to determining whether program conditions have been met and shall not constitute an assumption by the Company of any liability with respect to the ECMs.
8. **Rebate Amounts.** The Company reserves the right to lower the rebate amount if the quantity and/or cost of ECMs actually installed by the Customer differs from the preapproved amounts. The Company shall be entitled to a refund for rebates paid if, at any time, it determines that the ECMs were not actually and properly installed or have subsequently been disconnected.
9. **Installation Schedule Requirements.** If the Customer has not completed installation of the ECMs within the following time periods, the Company reserves the right, at its complete discretion, to cancel the application: 180 days from the pre-approval date for the Business Solutions and Small Business Solutions programs and 12 months from the pre-approval date for the Construction Solutions Program.
10. **Vendor Selection.** The Company has the right to exclude a vendor or contractor from participation in this program.
11. **Post-Installation Verification.** The Company is not bound to pay any rebates until it has performed a satisfactory post-installation verification of the installation, including a verification that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training.
12. **Installation Cost.** Prior to the Company's verification of the Customer's installation and at any other time upon the Company's request, the Customer shall give the Company copies of all itemized invoices (including all materials, labor, and equipment discounts) reflecting the costs of purchasing and installing the ECMs. The Company will recognize installation costs only to the extent that they are reasonable and actually incurred by the Customer.
13. **Removal of Equipment.** The Customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the ECMs in accordance with all legal requirements. The Customer agrees not to install any of this equipment in the service territory of the Company or its affiliates.
14. **Review of Specifications, Submittals and Drawings.** The Customer will provide the Company with a copy of the specifications for the construction of the Facility that will be provided to its construction contractors. Such specifications must include the ECMs. The Company may refuse to pay rebates if the specifications do not adequately provide for installation of the ECMs consistent with good engineering and energy-efficient design practices. Customer will, upon request by the Company, provide a copy of the as-built drawings and equipment submittals for the Facility. The Company may refuse to pay rebates if the final submittals and drawings do not adequately reflect the installation of the ECMs consistent with the original design intent as identified on the Customer application and worksheets.
15. **Rebate Payments.** The Company expects to pay the rebate within thirty (30) days after satisfactory post installation verification and verification of installation costs. The Customer may direct that rebates be paid directly to the Customer's contractor. The Customer is solely responsible for declaring and paying all taxes applicable to the benefit derived by the Customer from participation in the program.
16. **Follow-up Visits.** With advance notice, the Company reserves the right (but shall have no obligation) to make a reasonable number of follow-up visits to Customer's Facility during the 36 months following the Actual Completion Date noted on page 1 of this application to provide the Company with an opportunity to review the operation of the ECMs for program evaluation purposes.
17. **Limitation of Liability.** The Company's liability will be limited to paying the rebates specified in this agreement. Neither the Company nor any of its affiliates shall be liable to the Customer for any direct, indirect, consequential or incidental damages, regardless of the theory of recovery, caused by or arising from any activities associated with this program.
18. **No Warranties.** The Company does not endorse, guarantee, or warrant any particular manufacturer, contractor or product, and the Company EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE for any product or services. The Customer acknowledges that neither the Company nor any of its consultants are responsible for assuring that the design, engineering and construction of the Facility or installation of the ECMs is proper or complies with any particular laws (including patent laws), codes, or industry standards. The Company makes no representations or warranties of any kind regarding the results to be achieved by the ECMs or the adequacy or safety of such measures.
19. **Obligations of the Parties.** Customer acknowledges that Vendor is not an agent, contractor or subcontractor of the Company, and is an independent contractor engaged by the Customer, and that the Company does not manage or control the Vendor's performance. The Company shall have no liability for Vendor's failure or delay to perform, or for failure of the ECMs to function, or for any personal injury (including death) or property damage caused by Vendor or the ECMs, and Customer agrees to waive and release all claims related to the foregoing against the Company and its affiliates. The Company shall have no obligation to perform any of the Vendor's work, or to maintain, remove, repair or replace the ECMs.
20. **Compliance with Laws.** The Customer is responsible for obtaining any and all necessary licenses and permits related to the installation of ECMs and agrees to comply with all federal, state and local laws and regulations with regard to installation of ECMs, including, but not limited to, M.G.L.c. 143, § 3L.
21. **Miscellaneous.** These T&Cs and this program application constitute the entire agreement between the parties and supersede all other communications and representations. Paragraph headings are for the convenience of the parties only and are not to be construed as part of these T&Cs. If any provision of the T&Cs is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining T&Cs shall remain in full force and effect in accordance with their terms.
22. **Energy Benefits.** The Company is entitled to 100% of the energy benefits associated with the ECMs, excluding the value of energy cost savings realized by the Customer, but including all rights to all associated ISO-NE Energy, Capacity and Reserves Products, and the Customer agrees to provide the Company with such further documentation as the Company may request to confirm the Company's ownership of such benefits and Products.

**For NSTAR administrative use only:**

Required Inspections: Pre-Inspection date: _____		Inspector: _____
Post Inspection date: _____		Inspector: _____
Approvals: Pre-approval date: _____	Program manager: _____	Pre-approved Incentive: _____
Final approval date: _____	Program manager: _____	Final Incentive: _____



TOWN OF BROOKLINE  
*Massachusetts*

DEPARTMENT OF PUBLIC WORKS  
Engineering & Transportation Division  
November 13, 2015

Andrew M. Pappastergion  
Commissioner  
Peter M. Ditto, PE  
Director

Mr. Steve Grattan  
Program Manager  
Eversource Energy  
One NStar Way, SW340  
Westwood, MA 02090-9230

Re: Town of Brookline: LED Streetlight Conversion Project – Phase 1, Application 1

Dear Mr. Grattan:

As you know, the Town of Brookline completed Phase 1 of its LED Streetlight Conversion Project in June 2015. At this time, we would like submit the attached application for a rebate through Municipal Program for 804 of the 890 streetlights were converted to LED in Phase 1. These are the streetlights with a location in our GIS database that has a matching description in the Eversource DPRS. We are continuing to update our GIS database and working to reconcile the remaining streetlight locations with the Eversource DPRS and would like to submit for those on the next application.

Please note that not all of the streetlights have existing wattages in our GIS database that match the watts in the Eversource DPRS. Selection of the new LEDs was based on the wattage in our GIS database and calculation of the energy savings was based on the watts in the DPRS.

Please let me know if we could meet with you and our customer account representative, Pam Pandolfi, to discuss the best way to reconcile our inventories and update our billing information for the remainder of the project. To set up a time to meet and to answer any questions that you might have regarding this application, please contact Karen Hersey at 617-730-2139 or [khersey@brooklinema.gov](mailto:khersey@brooklinema.gov).

Respectfully;

Peter M. Ditto, PE  
Director of Engineering/Transportation Division

Cc: Pam Pandolfi, Eversource Energy, Account Executive

Enclosures





TOWN OF BROOKLINE

*Massachusetts*

DEPARTMENT OF PUBLIC WORKS

Engineering & Transportation Division

*Andrew M. Pappastergion*

*Commissioner*


*Peter M. Ditto, PE*

*Director*

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Interoffice Memorandum

To: Board of Selectmen

From: Peter M. Ditto, Director of Engineering/Transportation 

Date: January 7, 2016

Re: PW/15-14 "Phase 1 Dam Inspection/Evaluation"

cc: Mel Kleckner, Town Administrator  
Andrew Pappastergion, Commissioner of Public Works

On your calendar next week I have submitted Extra Work Order #2 to Contract PW/15-14 "Phase 1 Dam Inspection/Evaluation" in the amount of \$4,500.00.

The Brookline Reservoir is classified as a dam by the State's Office of Dam Safety (ODS) and as such must be inspected every two years. On September 22, 2014 the DPW contracted with the firm of Tighe and Bond to complete a Phase 1 Inspection/Evaluation. The report revealed that the dam is well maintained with no signs of seepage, however, it was noted that there were a number of trees on the earth embankment which is an unwanted condition that typically calls for wholesale clearing. The Town's consultant, officials from the ODS, and representatives from the Town met at the Reservoir to view, first hand, the setting of the Park and Reservoir including the unwanted condition. It was agreed, after much discussion, that the Town's consultant would prepare a Tree Management Plan that would recommend undergrowth clearing, stump/root removal, slope restoration, establishing grass cover, measures for maintaining trees to be left in place, and replanting trees that are no longer sustainable and must be removed. The Management Plan has been completed and reviewed by Town staff.

This EWO #2 is to fund the consultant's fee for presentation of the Tree Management Plan to the Park Recreation Commission and the Board of Selectmen. There is sufficient funds available in 4997C169-6C0005 ( Storm Drain Improvements ) to cover this cost.

## Town Of Brookline

## Contract Amendment Approval Form

Department: Public Works/Engineering Division Prepared by: Peter M. DittoContract # and Name: PW/15-14 "Phase 1 Dam Inspection/Evaluation"Vendor # and Name: 49368 Tighe & BondChange Order/Extra Work Order #: 2Purchase Order #: 15100112Amount of Amendment: \$4,500.00

Purpose of Amendment:

Description: Prepare presentation incorporating information on importance of tree management on dams and Massachusetts Office of Dam Safety's (ODS) policy on trees on dams, explanation of the hazard classification and condition of the dam, summary of coordination efforts to date with ODS, and overview of proposed tree management plan.

## Coding:

Org #	Org Name *	Acct #	Acct Name	Amount
4997C169	DPW CIP	6C0005	Storm Drain Improv.	\$4,500.00

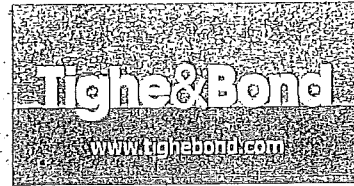
\* For "K" or "C" accounts, please call it "CIP", preceded by your Dept (e.g., 4909K001 would be "DPW CIP").

Department Head: Peter M. Ditto FOR AMP Date 1/9/16

## Comptroller Approval of Coding and Funds Availability

Funds Available/Codes Correct JBZ Comptroller Date Approved by Comptroller 1/7/16

Complies with Appropriate Procurement Law (MGL ch 149, ch 30 30 30M, or ch 30B)  Purchasing Date Approved by Purchasing



15.7100.0.035  
September 28, 2015

Peter Dittó, P.E., P.L.S.  
Engineering/Transportation Director  
Town of Brookline  
333 Washington Street  
Brookline, MA 02445

Re: **Brookline Reservoir Dam – Brookline, MA**  
**Contract Amendment No. 2**

Dear Peter:

As you know, Tighe & Bond is currently assisting the Town with developing a tree management plan for the Brookline Reservoir Dam. As requested, Tighe & Bond is pleased to submit this contract amendment with our proposed scope of work to present at the upcoming Park and Recreation Commission meeting and at a future Board of Selectmen meeting.

## **Scope of Services**

### **Task 1 – Present at Park & Recreation Commission Meeting**

Tighe & Bond will prepare a PowerPoint presentation and will present at the upcoming Park and Recreation Commission meeting. The presentation will include:

- Background information on importance of tree management on dams and the Massachusetts Office of Dam Safety's (ODS's) Policy on Trees on Dams
- Discussion of the hazard classification and condition of the dam
- Examples of tree removal projects at other similar dams in Massachusetts
- Summary of coordination efforts to date with the ODS
- Overview of proposed tree management plan
- Ramifications if the Town is non-compliant with ODS

Tighe & Bond will submit the draft PowerPoint presentation to the Town for review and comment. Tighe & Bond will then incorporate the Town's comments into the final presentation.

### **Task 2 – Present at Board of Selectmen Meeting**

Tighe & Bond will present the same presentation that will be given at the Park and Recreation Commission meeting at a future Board of Selectmen meeting, upon request.

## Fee

Due to the uncertainty of level of effort to prepare the presentation and the duration of the meetings, Tighe & Bond recommends services be performed on an hourly plus expenses basis. For budgeting purposes, we suggest an initial budget of \$4,500 be established. These services will be invoiced in accordance with the attached rate schedule. Tighe & Bond will contact you for approval if it is anticipated that the initial budget estimated will be exceeded. The Terms and Conditions from our original agreement apply to this amendment.


## Schedule

We are prepared to initiate the services described herein upon receipt of an acceptance of this proposal. Assuming receipt of a signed amendment by October 2, 2015, the draft PowerPoint presentation will be submitted to the Town by October 8, 2015. The presentation at the Park and Recreation Commission meeting is currently scheduled for October 13, 2015. The presentation at the Board of Selectmen meeting will be at a later date to be determined by the Town. At least two weeks advance notice is required prior to presenting at the Board of Selectmen meeting.

We appreciate the opportunity to submit this amendment proposal and look forward to continue to work with the Town of Brookline. Please contact Chris Haker at 508.471.9645 or cdhaker@tighebond.com should you have any questions regarding our proposal.

Very truly yours,

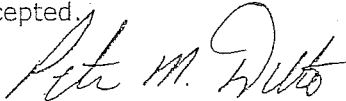
**TIGHE & BOND, INC.**



Christopher D. Haker, P.E.  
Principal Engineer

## Acceptance

On behalf of the Town of Brookline, the scope, fee, and terms of this proposal are hereby accepted.



Authorized Signature

9/29/15

Date

Enclosures: Rate Schedule



## 2015 FIXED HOURLY RATE SCHEDULE

### TECHNICAL PROFESSIONALS

Principal	\$215.00
Principal Coastal Engineer	\$175.00
Principal Engineer	\$165.00
Senior Project Manager	\$165.00
Project Manager	\$155.00
Senior Engineer	\$155.00
Project Engineer	\$129.00
Staff Engineer 3	\$120.00
Staff Engineer 2	\$98.00
Staff Engineer 1	\$88.00
Senior Planner	\$125.00
Project Planner	\$95.00
Planner 2	\$85.00
Planner 1	\$75.00
Construction Services Manager	\$138.00
Construction Observer	\$100.00
Principal Compliance Specialist	\$160.00
Senior Compliance Specialist	\$135.00
Project Compliance Specialist	\$96.00
Compliance Specialist 2	\$85.00
Compliance Specialist 1	\$75.00
Principal Environmental Scientist	\$140.00
Senior Environmental Scientist	\$130.00
Project Environmental Scientist	\$105.00
Environmental Scientist 2	\$81.00
Environmental Scientist 1	\$73.00

### GIS PROFESSIONALS

GIS Director	\$165.00
Senior Development Engineer	\$150.00
GIS Project Manager	\$120.00
GIS Developer 2	\$95.00
GIS Developer 1	\$85.00
GIS Analyst 2	\$110.00
GIS Analyst 1	\$95.00
GIS Technician 2	\$77.00
GIS Technician 1	\$67.00
GIS Support*	\$55.00

### SUPPORT

Remediation Technician*	\$81.00
Senior Designer/Drafter*	\$116.00
Designer/Drafter*	\$91.00
CAD Technician*	\$62.00
Engineering Technician*	\$62.00
Administrative Support*	\$75.00

### EXPENSES

1. Automobile transportation expense for employee travel directly related to the project shall be invoiced at the prevailing Federal rate per vehicle mile.
2. Outside reimbursable expenses and services, which are rendered to Tighe & Bond by other than direct employees, and any permitting fees paid by Tighe & Bond on behalf of the Client, shall be invoiced at Tighe & Bond's direct cost plus 10% administrative fee.
3. Reimbursable expenses such as in-house field supplies and equipment rental, tolls and parking, overnight mailings and bulk notification mailings, and in-house printing shall be invoiced at cost or unit costs as applicable.
4. Costs for items such as regular mailings of project documents, telephone or fax communications, computer usage charges, and miscellaneous in-house printing are included in the hourly rates shown above.

### PROVISIONS

1. Rates are effective until January 1, 2016 at which time rates will be increased based on annual salary review.
- \* For non-salaried personnel (noted above by an "\*\*"), time worked in excess of eight hours in any day or forty hours per calendar week shall be invoiced at 150 percent of the above rate.

In witness whereof, the parties hereto have made and executed this Agreement by their duly

Authorized representatives as of the \_\_\_\_\_ day of January 2016.

**OWNER:**

Town of Brookline

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Board of Selectmen

**APPROVED AS TO FORM:**

\_\_\_\_\_ Date: \_\_\_\_\_

Town Counsel

Certified in accordance with Chapter 44, Section 33C, and based on engineering estimates.

\_\_\_\_\_ Date: \_\_\_\_\_

Comptroller

## DRAFT CHARGE – River Road Special District Zoning Study Committee

### Committee Charge

The charge of the River Road Special District Zoning Study Committee (RRSC) is to review and analyze current conditions, zoning, parking requirements; design guidelines; shadow studies; and other land use planning tools such as transit-oriented development, that affect the district bounded by Boylston Street, Brookline Avenue and River Road.

The Study Committee is to report back at least one month prior to the close of the fall 2016 Town Meeting warrant, with recommendations for zoning amendments to create a Special District under Section 5.06 of the Zoning Bylaw that would permit appropriate commercial and mixed-use redevelopment projects, while mitigating impacts on adjacent neighborhoods, the Muddy River, Emerald Necklace and historic districts.

Building on the vision articulated in the recently completed M.I.T. study of Route 9 East, The River Road Special District Zoning Study Committee shall review and analyze the redevelopment potential of the Industrial Zone, including the current proposed redevelopment presented to Economic Development Advisory Board (EDAB) at its December, 2016 meeting (the "Project") by Claremont Corp ("Claremont") in relation to the parcel located at 25 Washington Street (the "Site").

The Site is the largest parcel in the I-1.0 Zone in Section 5.01 of the Zoning Bylaw and is located on a prominent corner lot. Any redevelopment here will have a significant impact on the redevelopment of the neighboring parcels. Therefore, the RRSC shall review and gather information with respect to the Site, including but not necessarily limited to the:

- Conceptual building massing
- Open space creation/connectivity
- Environmentally friendly design elements and materials
- Existing zoning
- Locations, size, and design of parking facilities
- Physical and economic conditions
- Financial feasibility
- Synergy with other potential mixed-use redevelopments in the district
- Public benefits proffered to the town

In addition, the RRSC shall review and analyze the connectivity and synergy of other potential uses determined to be appropriate under the newly established special district zoning with the Emerald Necklace, the Brookline Village Massachusetts Bay Transportation Authority (MBTA) stop, the Route 9 / Brookline Avenue roadways and existing uses within the Brookline Village commercial district.

### Authorization

The RRSC shall be authorized to work with the Planning Director, Alison Steinfeld and/or her designee(s), members of EDAB as well as Town Counsel, and designated Selectmen regarding proposed terms for a Memorandum of Agreement with Claremont to address design, financial operational, environmental and other matters relative to the Project and the Site so that the net results benefit both the town and Claremont.

## **7. - 2**

### **DRAFT CHARGE – River Road Special District Zoning Study Committee**

The RRSC should be mindful of the Site design work typically undertaken by the Planning Board and their designated Project Review Team or Design Advisory Team that would follow any zoning change recommendations.

#### **Goal**

The RRSC will have a goal of presenting its findings to the Planning Board, EDAB and the Zoning Bylaw Committee in June 2016 and submitting its final report and recommendation to the Selectmen at least one month prior to the close of the fall 2016 Annual Town Meeting warrant in order that its recommendations for any zoning amendments and related agreements, are timely filed and/or approved, and appropriate plans are in place to address mitigation of any adverse impacts on adjacent neighborhoods, Muddy River, Emerald Necklace and commercial areas.